

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NEBRASKA PUBLIC EMPLOYEES  
LOCAL 251

AND

THE COUNTY OF HARLAN, NEBRASKA

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## **ARTICLE 1 – PREAMBLE**

- Section 1. This Contract made and entered into this 1st day of July, 2005, at Alma, Nebraska, pursuant to the provisions of Chapter 48, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the County of Harlan, Nebraska (hereinafter referred to as the County) and the Nebraska Public Employees, Local #251 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union), as representative of employees.
- Section 2. The parties acknowledge that during the negotiations which resulted in this Contract, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the County and the Union, for the duration of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Contract. This Contract may only be amended during its term by the parties' mutual agreement in writing.
- Section 3. The County agrees that prior to making any change in terms and conditions of employment which are mandatory subjects of bargaining and not otherwise covered by this Contract, to meet and bargain with the Union in an attempt to reach an agreement.

## **ARTICLE 2 - TERM OF CONTRACT**

- Section 1. The term and conditions of this contract shall continue in full force and effect commencing on July 1, **2005** and terminating on June 30, **2007**, unless the parties mutually agree in writing to extend any or all of the terms of this contract.
- Section 2. Negotiations for a new contract may be initiated by either party no sooner than 120 days prior to the expiration of this contract.

### **ARTICLE 3 - DEFINITIONS**

- Section 1. COUNTY. The County is Harlan County. As used herein, reference to "County" shall also include "County Supervisor(s)" as appropriate.
- Section 2. SUPERVISOR. A supervisor is herein defined as any employee having authority, in the interest of the County, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibly direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a rarely routine or clerical nature but requires the use of independent judgment.
- Section 3. FULL-TIME EMPLOYEE. A full-time employee is herein defined as an employee who is regularly scheduled to work 40 hours or more per week on a year-round basis.
- Section 4. DATE OF EMPLOYMENT. For the purposes of determining the anniversary date of employment only, the date of employment shall be deemed to be the first day the employee performs the duties for which he was hired.
- Section 5. DAYS. Where used in this contract any reference to days shall mean working days.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

Section 1. All Management rights, powers, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the County and remain exclusively within the rights of the County and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the County heretofore possessed and hereafter granted by virtue of law, regulations or resolutions. These rights, powers and authorities shall include, but not be limited to, the right to manage and supervise all of its operations and establish work rules, regulations and other terms and conditions of employment, not inconsistent with the specific term of this Agreement.

Section 2. In addition to all powers, duties, and rights of the County established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the County, to-wit:

- (a) The right to manage the County's operations and to direct the working force;
- (b) The right to hire employees;
- (c) The right to maintain order and efficiency;
- (d) The right to extend, maintain, curtail, or terminate operations of the County;
- (e) The right to determine the size and location of the County's operations and to determine the type and amount of equipment to be used;
- (f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) The right at any time to determine, create, modify, and terminate jobs, job vacancies, departments, job classifications, and job duties;
- (h) The right to transfer, promote and demote employees;
- (i) The right to discipline, suspend, and discharge employees;
- (j) The right to lay off at any time;
- (k) The right to enforce and require employees to observe rules and regulations set forth by the County;
- (l) The right to determine when and whether a position or job classification is vacant and when it will be filled;
- (m) The right to determine how many employees shall be in each classification and whether any employees shall be in any classification; and
- (n) The right to determine the individual and relative qualifications, ability, ability to perform, and physical fitness of all employees.

## **ARTICLE 5 - RECOGNITION AND UNION SECURITY**

- Section 1. The County recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Nebraska Commission of Industrial Relations (CIR) as set forth in Appendix A. The County will not during the life of this Agreement bargain with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement which are considered to be mandatory subjects of collective bargaining.
- Section 2. The County and the Union agree that for purposes of administration, this Contract shall pertain to bargaining unit employees who occupy the position class titles set forth specifically in Appendix A, except for temporary employees and employees occupying positions identified as supervisory or confidential either as agreed upon by the County and the Union or as identified at any time by the Commission of Industrial Relations or court of proper jurisdiction.
- Section 3. In accordance with Section 48-837 of the Nebraska State Statutes, employees shall have the right to join and participate in, or to refrain from joining and participating in the Union. There shall be no interference, restraint or coercion by the County or the Union against any employee because of membership or non-membership in the Union, or for exercising their rights under this contract.
- Section 4. Dues Deduction: Upon receipt, by the Harlan County Clerk, of a voluntary, written, individual authorization from any of its employees covered by this Contract, on forms provided by the Union, the County will deduct from the pay owed such employee those dues required as the employee's membership dues in the Union.
- Section 5. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the Harlan County Clerk. Deductions shall be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the County in writing by the authorized representative of the union.
- Section 6. Those employees who wish dues deductions to stop, shall deliver to the County Clerk, a written request, signed by the employee, requesting that the Union dues deduction be discontinued in accordance with Appendix C. The County Clerk upon receiving such a notice shall indicate which employee has terminated the payroll dues deduction upon the next dues report submitted to the Union pursuant to paragraph 5.8, and the County will supply a photocopy of the request to the Union.
- Section 7. No other employee labor organization shall be granted or allowed to maintain payroll

deduction for employees covered by this Contract.

Section 8. The County shall submit to the union a monthly "Deduction Report", in paper format, listing the employees with Union dues deductions.

Section 9. The Union shall indemnify the County and hold it harmless against any and all claims, demands, suits or other form of liability, including Attorney's Fees that may arise out of or by reason of, any action taken by the County for the purpose of complying with the provisions of section 5.4 through 5.8.

Section 10. Bulletin Boards: The Union shall be afforded bulletin board space to be used for posting of general employee information at all county road facilities.

Section 11. Union Stewards, whose names have been certified to the County in writing, may, during non-work time, post Union notices on the bulletin board supplied. Material to be placed on the bulletin boards shall be limited to notices of the Union's recreational, education and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings.

Section 12. Union Staff Activity: The County agrees that non-employee representatives of the Union (Union employees), provided they have been certified in writing to the County, and have first obtained permission from the County or their designated representatives (permission shall not be unreasonably denied), shall be allowed during non-working hours on the County's premises, with no harassment to:

- a. Post Union notices on designated bulletin board space as prescribed elsewhere in this Article (Stewards and/or Union Officers may do so only during non-work time.);
- b. Attend meetings scheduled as provided in the grievance procedure of this Contract;
- c. Consult with the County;
- d. Consult with local Union Officers or Stewards, after such employees receive permission from the first level of supervision outside the bargaining unit, concerning the enforcement of any provisions of this Contract and be provided a private meeting room, if requested, and if available. Permission will not be withheld if the meeting would not unduly disrupt operations.

The County agrees that non-employee representatives of the Union (Union employees) shall be allowed, prior to work hours, during lunch break, and after hours to meet with employees in work areas. The County agrees that non-employee representatives of the Union (Union employee) shall be allowed to consult with local Union Officers or Stewards in work areas, prior to work hours, during lunch break, and after hours.

## **ARTICLE 6 - WORK**

- Section 1. Work schedules are defined as an employees assigned hours, days of the week, days off and shift.
- Section 2. The County shall provide ten-work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency or bad weather. (An emergency is defined as an unexpected unforeseen or unanticipated event). Non-permanent work schedule changes may be made by the County in order to respond to emergency staffing needs. At an employee's request, the reason for permanent change of schedule will be provided.
- Section 3. Meal Periods: All employees shall be granted an unpaid meal period of thirty (30) minutes during each workday for lunch or dinner. Employees are completely relieved from duty during this time and are not compensated for the meal period. Where practicable, the County will attempt to schedule the meal period at approximately the middle of each shift.
- Section 4. Rest Periods: All employees shall be granted a fifteen (15) minute paid rest period during each one half shift. The rest period shall be scheduled at approximately the middle of each one half shift, if possible.
- Section 5. Meal and Lodging Reimbursement: Employees who are required to travel shall be compensated for meals and lodging according to what is reasonable and customary given the geographic location, if the travel required by the County is during a meal time or would require an overnight stay and has received prior approval by the County.
- Section 6. Work Week: The regular workweek shall be forty (40) hours, Monday thru Friday and eight (8) consecutive hours per day. Nothing in this article shall be construed as a guarantee of hours.

## **ARTICLE 7 - WAGE ADMINISTRATION**

<b>07/01/05-06/30/06</b>	<b>\$11.26</b>
<b>07/01/06-06/30/07</b>	<b>\$11.65</b>

Probationary employees starting salary shall be \$1.00 per hour less than the maximum pay rate for the first six (6) months. At the start of the 7<sup>th</sup> month the employee will increase to the maximum salary for that contract year.

All wages are retroactive when the agreement is signed by both parties.

## **ARTICLE 8 - OVERTIME**

- Section 1. Overtime rate. Work performed in excess of forty (40) hours in any workweek shall be compensated at the rate of one and one-half (1-½) times the regular rate of pay for the number of hours of overtime worked.
- Section 2. Compensatory Time. There shall be no compensatory time in lieu of overtime.
- Section 3. Each employee shall check in when reporting for work and check out when leaving work. If time clocks have been installed, each employee shall insert their own card in the time clock for recording. If no time clock is provided, each employee shall fill out his own time card noting the time accurately. No person shall complete any other employee's time card, by time clock or otherwise, without specific approval by the Supervisor. Violation of this article may subject the employee so completing the time card and the employee whose card is so completed to immediate dismissal. No employee shall record a commencement time for employment on their time card more than three (3) minutes before the beginning of the employee's scheduled working time.
- Section 4. On Call. The parties acknowledge that no work is performed by an employee when he is on call unless he is required to report for duty and no pay shall be given to an employee for being on call.
- Section 5. Overtime shall not be pyramided, compounded or paid twice for the same hours.
- Section 6. There shall be no payments of overtime for hours not worked.
- Section 7. No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor or his/her designated representative.
- Section 8. Those hours during a workweek for which an employee receives holiday, scheduled vacation, or scheduled sick leave pay will be considered hours worked for the purpose of computing weekly overtime pay. Any hours worked on a holiday will be at overtime. Scheduled sick leave is defined as sick leave that was scheduled prior to the overtime work being performed, such as for doctor visits, etc. The County may request documentation for the scheduled sick leave use.
- Section 9. In the event the County requires in-service training of employees, such training will be considered as work time and the employees paid accordingly.

## **ARTICLE 9 - AUTHORIZED LEAVE**

Section 1. Holidays: The following holidays are compensated holidays for employees in the bargaining unit:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Arbor Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 2. Weekend Holidays: When a holiday falls on the first day of an employee's weekend, it shall be observed on the preceding day. When a holiday falls on the last day of an employee's weekend, it shall be observed on the following day.

Section 3. Work on a Holiday. In addition to normal holiday pay, hours worked by an overtime eligible employee on an actual or observed holiday shall be compensated as overtime hours or the employee may elect to receive regular pay only and take the holiday leave at a later date.

Section 4. Vacation Leave. All full time employees shall be eligible for paid annual leave after one year of continuous full time employment Annual leave shall be earned in accordance with the schedule set forth. For the purposes of this article, a day shall be deemed to be eight (8) hours.

Date of hire up to 1 year	6 days per year
After 1 year but less than 10 years	12 days per year
10 years but less than 20 years	15 days per year
20 years or more	20 days per year

Eligibility for annual leave shall be determined by employment date and each anniversary thereafter. In the event an employee ceases to be a full time employee for any reason, the employee shall earn vacation leave in proportioned to time worked for that employment year and in accordance with his years of employment. For personnel in the Roads Department, vacation days may be calculated based upon the average number of hours scheduled per month, not to exceed above schedules allowable per year. Annual leave shall not accrue to any employee on any unpaid leave of absence, suspension, or lay off.

Section 5. The County shall determine the number of employees that may be on vacation at any one time. No employee may carry over or accumulate more than six (6) vacation days from year to year.

Section 6. Instructions and rules for scheduling vacations:

Vacation shall not be bid according to seniority and will be awarded based upon the date the request for vacation is submitted. The County reserves the right to approve or disapprove the request based upon the workload and the vacation load. Requests for vacation shall not be unreasonably withheld by the County. All requests for vacation should be submitted on the form provided by the County thirty (30) or more working days prior to when the vacation is to commence, unless approved by the Highway Superintendent.

Unscheduled vacations shall be requested in writing no less than three (3) workdays prior to the beginning of the vacation period and shall be approved or disapproved at the option of the County giving consideration to the work load and vacation load. Provided that, the County must give leave to an employee for emergency matters and provided further that in the case of a personal matter that needs to be attended to immediately, the County will not unreasonably deny the leave. The County will comply with all rules and regulations of the Family Medical Leave Act regardless of anything stated above.

Vacation shall be taken as requested and approved unless a written request for cancellation from the employee is received at least twenty-five (25) hours prior to the start of the vacation period and the cancellation is approved by the County. The cancellation approval shall be at the option of the County, giving consideration to the workload and vacation load.

Section 7. Vacation Leave Payment: Employees who leave employment shall be paid for any unused accumulated vacation leave earned, calculated on their current base hourly rate. Pay for the unused accumulated vacation leave shall be in a lump sum in addition to the employee's last paycheck.

Section 8. Sick Leave: Full-time employees earn 1 day of sick leave per month.

Section 9. The following conditions are valid reasons that sick leave may be used:

- a. When an employee is unable to perform his/her duties because of sickness, disability, injury, or when an employee's presence at work jeopardizes the health of others by exposing them to a contagious disease.
- b. When the illness, disability, injury or major surgery of an immediate family member requires the employee's presence. The immediate family shall be considered as: spouse, children, parents, and others bearing the same relationship to the employee's spouse. At the County's discretion, the definition of immediate family may be broadened.

- c. When an employee schedules medical, surgical, dental or optical examinations or treatment, or when the employee must seek emergency medical treatment.

Section 10. Request for Sick Leave: Sick leave shall be requested in advance when possible. Such request shall be answered within 48 hours. In the case of illness, injury, emergency or any other absence not approved in advance, the employee should inform the first level of supervision outside the bargaining unit of the circumstances as soon as possible. An employee may be required to submit substantiating evidence when the reason for the leave request was a medical or dental appointment. Substantiating evidence may be required if the sick leave absence exceeds three consecutive workdays.

Section 11. Sick leave may be denied when the employee fails to substantiate the legitimate use of sick leave.

Section 12. No employee shall have more than 100 days sick leave accumulated on December 31 of each calendar year. Sick leave above 100 days at the end of business on December 31 of each calendar year shall be forfeited.

Section 13. Employees returning to work after a break in service of less than one calendar year shall have their accumulated unused and unpaid (section 9.12) sick leave balance reinstated. Employees returned to work after a break in service of more than one calendar year shall start with a zero sick leave balance and shall be considered to be new employees.

Section 14. Bereavement Leave: Five (5) days of bereavement leave, at the County's discretion, as to the relationship to the employee and/or the employee's involvement with planning, and/or travel necessary to attend a funeral shall be granted to employees upon request for death in the immediate family. For purposes of this section, immediate family shall mean spouse, father, mother, grandfather, grandmother, sister, brother, child, grandchild, spouse of any of these or someone who bears a similar relationship to the spouse of the employee. Step-persons bearing these relationships are included. At the County's discretion, the definition of immediate family may be expanded to include other individuals with similar personal relationship to the employee as that of an immediate family member. Reasonable request based on the above will not be turned down as to the five (5) days of funeral leave requested. The County at its discretion may require documentation.

Section 15. Job Related Disability: All employees who are disabled as a result of a job-related injury or disease shall be granted sick leave in accordance with the sick leave provisions of this Article until workers' Compensation coverage begins. Disability shall mean that the employee is unable to perform the tasks usually encountered in the employee's job category due to a job related disability or treatment for a job related disability.

- a. Any job related injury or disease shall be reported to the proper authority as soon as possible.
- b. No employee shall receive a salary and workers' compensation benefits at the same time.
- c. Health insurance with the appropriate County contribution will be paid during an absence under workers compensation after all accrued leave and compensatory time has been depleted.

Section 16. Military Leave: Military leave shall be granted in accordance with applicable federal and state laws.

Section 17. Civil Leave: All employees shall be eligible for paid civil leave under the following conditions:

- a. Jury Duty: If an employee is called to serve as a juror, he/she shall be entitled to paid civil leave. The employee will be paid their regular salary and the employee will be required to surrender his jury pay and reimbursements received to the County.
- b. Court Appearances: Time spent by employees appearing in court as a function of their job shall be considered as hours worked. All witness fees and reimbursements received as a result of these court appearances shall be returned to the County.
- c. Election Service: If an employee is called to serve during an election as a polling place worker, the employee will be paid their regular salary.

Employees attending courts as a plaintiff, defendant or witness on non-work related matters, may use vacation leave. In the event the employee is subpoenaed for non-work related matters and does not have vacation leave the County shall grant an unpaid leave of absence. Any witness fees paid to the employee for these court appearances shall be kept by the employee.

## ARTICLE 10 - INSURANCE

### Section 1. Health Insurance

- A) The County shall continue to provide the existing or improved health insurance coverage as effective July 1, 2004, during the life of the contract. The County reserves the right to change carriers upon notification of the Union. The County and Union agree that for the term of the contract, the health care coverages shall be maintained at the level that the health care benefits were at on July 1, 2003. The County agrees that should it change carriers during the term of the contract, the health care benefits under the new coverages shall be exactly the same as the health care benefits that existed on July 1, 2003. The County and the Union agree that if the cost of insurance coverage is less than seven percent (7%), that the increased cost shall not be charged to the employee, but shall be paid by the County. The County and the Union agree that if insurance cost increase seven percent (7%) or more, that the Union and the County will negotiate allocation of the cost increase and/or adjustment of insurance coverage.
- B) The effective time periods for insurance coverage for newly hired employees will be as addressed in the Harlan County's Personnel Policy that is in effect as of September 5, 2000.

The shared premium cost break down on Health Insurance is as follows:  
Effective July 1, 2004.

Coverage	Premium Rates	County pays	Employee pays
Employee only	\$455.37	100%	0%
Employee & Spouse Employee & Children	\$948.56	100% Single + 80% Spouse or Children (\$455.37 + \$394.55)	20% Spouse or Children (98.64)
Employee & Family	\$1085.21	100% Single + 80% Family (\$455.37 + \$503.87)	20% Spouse or Children (\$125.97)

Health Insurance is a \$1,000.00 deductible with a two party deductible. The County will reimburse the employee's two party deductible from the \$500.00 to the \$1,000.00

- C) The County will provide a \$10,000 group life insurance policy for each full

time employee. The full cost will be borne solely by the County.

**ARTICLE 11 - TRANSFERS, PROMOTIONS, AND FILLING  
VACANT POSITIONS**

Section 1. Posting Job Vacancies. All permanent vacancies within the bargaining unit classifications covered by the Agreement shall be posted on appropriate bulletin boards for a period of five (5) working days, during which time interested employees may apply for such openings.

## **ARTICLE 12 - UNION STEWARDS**

- Section 1. Employees within the bargaining unit shall be represented by a Steward(s) in the manner set forth in this Article. Employees, however, shall have the option of representing themselves. The Union shall furnish management a list of the Steward(s)' names and their assigned areas and shall keep a list current at all times. Alternate Stewards may be appointed by the Local Union to serve in the absence of the regular steward(s).
- Section 2. When requested by an employee a Steward may investigate any formal grievance in his assigned work-area and assist in its presentation. The Steward shall be allowed time during working hours in accordance with Section 4 of this Article upon notification and approval of County or the County's designated representative; provided however, the County shall not unreasonably withhold approval. It is understood that the Union Representative may substitute for the Steward at any hearing in the grievance procedure.
- Section 3. When an employee presents his own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present, and shall be allowed the time therefore, in accordance with Section 4 of this Article, upon notification and approval of County or the County's designated representative; provided, however, the County shall not unreasonably withhold approval.
- Section 4. Stewards who use time during their regular shift hours for investigating formal grievances filed with the Commissioners in Step 2 of the grievance procedure or attending formal grievance meetings will be paid their regular hourly rate for such time used but not to exceed a total of three (3) hours per week. All Stewards will be considered on a regular eight (8)hour shift as far as grievance pay is concerned. A Steward who spends time representing an employee at a Board hearing shall be paid for time spent during his regular shift at his regular rate.
- Section 5. No Steward shall leave his regularly assigned work in order to investigate a formal grievance without first obtaining approval of the County or the County's designated representative and provided further, such approval shall not be unreasonably withheld.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

- Section 1. A grievance is a written complaint alleging a violation involving the application and interpretation of the provisions of this labor contract.
- Section 2. Grievance Form. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the nature of the grievance, the acts or omissions, the date of the acts, or omissions, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the provisions of this contract which are alleged to have been violated, and the remedy sought.
- Section 3. Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the County which does not violate the Contract.
- Section 4. Time Limits. The time limits provided for in this Article shall be strictly construed. The failure of the employee to meet the time limits provided, shall result in the dismissal of the employee's grievance. Failure of the County to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties and their designated representatives.
- Section 5. Time Computation. In computing any period of time prescribed in this Article, the date of the acts, event or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal federal or state or contractual holiday, in which event the period extends until the end of the next day which is not a Saturday, Sunday, or legal federal or state or contractual holiday.
- Section 6. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member shall be handled in the following manner:
- (a) Step 1.

An employee grievant shall, within seven (7) work days of the occurrence of the alleged grievance, attempt to resolve the matter with the County Supervisor for the district. The grieving employee shall have the right to be accompanied by the Union Steward or other Union representatives.
  - (b) Step 2.

Within twenty-one workdays of the occurrence of the grieved action or from the day the employee should have known about the grievance the employee shall present a formal written grievance on a provided grievance form to the County Board or their designee either by hand delivery or through the U.S. Postal Service.

The County Board shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, then reply in writing on the grievance form (or an attachment) within ten workdays of delivery of the grievance. The County Board shall be responsible for consulting with all necessary levels of supervision in preparation of its written response to the grievant.

(c) Step 3.

Within fifteen workdays of receipt of the decision in Step 2, the grievant may appeal said decision through binding arbitration.

Section 7. The arbitrator's scope of review shall be to determine whether or not a term(s) of this Contract has/have been violated, and whether the County's action was taken in good faith and for cause. Each party shall be accorded the opportunity to present testimony, exhibits and other evidence at such hearing on the said grievance. Arbitration hearings shall be informal and the rules of evidence shall not apply. In cases involving discipline, the County shall present its case first, and in all other cases the grievant shall present his/her case first. The decision of the arbitrator shall be final and may not be appealed. The arbitrator shall decide the grievance in question based upon the issues presented in, the written grievance filed pursuant to the grievance procedure. The arbitrator may interpret relevant provisions of this Contract and apply them to the particular case presented to him/her, but the arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Contract or any agreements made supplementary hereto. The arbitrator shall have the authority to order reinstatement and to award back pay. The fees and expenses of an arbitrator employed shall be borne equally by the parties. Arbitrators shall be selected from lists supplied by the Federal Mediation and Conciliation Service or developed by the parties and mutually agreed upon by the parties. If the parties cannot agree upon an arbitrator, a method of alternate striking of shall be employed.

Section 8. The decision of the arbitrator shall be made in writing within 40 workdays of the hearing and shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Parties to the proceeding shall be notified of the decision and order in person or by mail. A copy of the decision and order and accompanying findings and conclusions shall be delivered or mailed to each party.

Section 9. In all grievances where the Union is representing an employee, the County shall not discuss the grievance with the employee without the Union present.

## ARTICLE 14 - DISCIPLINE OR INVESTIGATORY SUSPENSION

Section 1. Any action which reflects discredit upon the service or is a direct hindrance to the effective county government functions shall be considered good cause for disciplinary action. The following are declared to be good cause for disciplinary action against any employee though charges may be based upon causes and complaints other than those listed:

- (A) Minor Violations:
- (1) Engaging in horseplay, running, scuffling, or throwing objects during work hours.
  - (2) Failure to observe traffic regulations while operating a County vehicle.
  - (3) Failure to perform job in a satisfactory manner.
  - (4) Failure to report absenteeism to Supervisor twenty (20) minutes prior to start of regular work shift absent justifiable cause.
  - (5) Failure to follow County job instructions, whether verbal or written.
  - (6) Vending, soliciting, or collecting contributions for any purpose on County premises at any work location unless authorized by the District County Supervisor or his designated representative.
  - (7) Distributing written or printed material of any description during working hours unless authorized by the District County Supervisor or his designated representative.
  - (8) Posting, altering, or removing any matter on bulletin boards on County property unless specifically authorized.
  - (9) Make false, vicious, or malicious written statements about any elected official, employee or the County.
  - (10) Failure to punch out when leaving work at regular quitting time.
  - (11) Causing major damage to material or equipment due to carelessness or negligence.
  - (12) Reporting late for work absent justifiable cause.

Disciplinary action for the foregoing minor violations shall be as follows:

1 <sup>st</sup> offense:	written reprimand
2 <sup>nd</sup> offense:	3 work day suspension without pay
3 <sup>rd</sup> offense:	5 work day suspension without pay
4 <sup>th</sup> offense:	discharge

Notice of a written reprimand and any other written penalties shall be noted and placed in the offending employee's disciplinary file. Once an employee has received a written reprimand, subsequent violations within a twelve-month period shall result

in the next disciplinary step. After twelve months from the date of the imposition of a written reprimand, the written reprimand will be removed from the disciplinary file upon the employee's request. After three years from the date of the imposition, all suspension and discharge violations will be removed from the disciplinary file upon the employee's request.

(B) Major Violation

- (13) Failure to report to work absent justifiable cause.
- (14) Violating a posted or published safety rule or safety practice of a serious nature.
- (15) Smoking in restricted or posted area or where smoking would create a hazard.
- (16) Sleeping on the job during working hours.
- (17) Causing any damage to public and/or private property, material or equipment exceeding the amount \$2,000.00.
- (18) Using County equipment or supplies for a personal use or performing personal services during working hours.
- (19) Gambling on County premises.

Disciplinary action for the foregoing major violations shall be as follows:

1 <sup>st</sup> offense	3 work day suspension without pay
2 <sup>nd</sup> offense:	5 work day suspension without pay
3 <sup>rd</sup> offense:	discharge

(C) Gross Violations

- (20) Gross insubordination.
- 21) Provoking or instigating fighting during working hours or at any work location.
- 22) Falsifying County records.
- 23) Knowingly punching another employee's time card or having one's time card punched by another when the employee is not actually working.
- 24) Possessing firearm, or dangerous weapons on County property in violation of State or Federal Law.
- 25) Theft of any County, government, or employee property.
- 26) Reporting for work under the influence of drugs unless authorized by a physician or using drugs on County time unless authorized by a physician.
- 27) Reporting for work under the influence of alcohol. The County shall have the right to require an employee to submit to a recognized

alcoholic testing method. As used herein under the influence of alcohol means the employee has ten-one hundredths of 1% or more by weight of alcohol in his body fluid as shown by a recognized method of alcohol testing.

- 28) Drinking any alcoholic beverage while on County time or during working hours.
- 29) Immoral conduct or indecency.
- 30) Threatening, intimidating, coercing or interfering with fellow employees during working hours.
- 31) Offensive conduct toward the public.
- 32) Violating any State or Federal Criminal law while on County Time.
- 33) Leaving work area during working hours without permission except in cases of emergency.

Disciplinary action for the foregoing gross violations shall be:

1<sup>st</sup> offense: discharge

The prescribed penalties in the above enumerated work rules of this Article shall not be changed, altered or modified for the duration of this Agreement except by mutual consent of the parties.

Section 2. An employee shall be disciplined in accordance with this labor contract. Discipline will be based upon just cause and will in no case be effective until the employee has received written notice of the allegations, describing in detail the issue involved, the date the alleged violation took place, the specific section or sections of the contract or work rules involved, except in emergency or critical situations where oral notice shall suffice, and the employee has had an opportunity to present justification of their actions at a pre-discipline meeting. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure when it is in violation of the terms of this contract. The level of discipline imposed shall be based on the nature and severity of the infraction. The County shall not discipline an employee without cause. The County shall have thirty workdays from the date of discovery of an infraction to initiate disciplinary action except when the County is awaiting the results of an outside investigation. If no action is taken, disciplinary action is barred for that particular incident. The time limitations set forth in this paragraph do not apply to violations which are a violation of State or Federal law.

Section 3. Any meeting held pursuant to these provisions may be recorded if the parties so agree. Any recording that is made as per this Section, a certified copy of the recording or a certified transcript of the recording shall be provided to the other party at the expense of the party making the recording.

- Section 4. Upon request employees may be represented at investigatory meetings which have the potential to lead to discipline and pre-disciplinary meetings. Unless otherwise agreed to, the employees are not entitled to representation at routine supervisory and/or nondisciplinary counseling conferences.
- Section 5. Nothing in the article shall bar or limit the time for discipline for matters which are violations of State, or Federal Law.

## **ARTICLE 15 - REDUCTION IN STAFF**

- Section 1. If it becomes necessary for the County to decrease Roads Department staff for any reason, including financial reasons or for reduction of work, the County may separate any employee, without prejudice, after 15 days written notice.
- Section 2. If in the discretion of the County a reduction in force is necessary or appropriate, the County shall consider the ability to perform the work of all Bargaining Unit employees. If the ability to perform the work of all Bargaining Unit employees is substantially equal, seniority shall govern. If the ability to perform the work of all Bargaining Unit employees is not substantially equal, then the County may lay off the employee who, in its discretion, is considered least qualified, regardless of seniority. If the County lays off employees other than by seniority, the employer shall provide the reasons why in writing to the Union and the employee(s) to be laid off. Seniority shall be based on continuous length of service as a full-time employee of the County Department of Roads.
- Section 3. Employees being laid off by seniority may bump the employee with the least seniority in any other job provided they: (a) have the seniority to do so; (b) am qualified and able to then perform all the job duties of the employee to be bumped under normal supervision, as determined by the County. It is understood that all layoff decisions remain grievable. Anytime a Staff Reduction is conducted according to seniority a full time employee shall have priority over part time employees and the full time/temporary employees shall have the right to bump a part time/temporary employee.
- Section 4. No full-time status employees shall be laid off as long as there are provisional, part-time temporary, seasonal, intermittent, emergency, on-call or probationary employees working in the affected positions.
- Section 5. If within one year of a reduction of staff, the County elects to increase staff, the County shall recall the laid off employees in reverse order of lay off prior to hiring new employees.
- Section 6. If an employee who is separated from employment as a result of a reduction in staff is rehired within one year, the temporary layoff shall not be deemed a break-in-service for continuous employment status purposes and his prior continuous employment period shall be combined with his current continuous employment period for computing continuous years of service for benefit entitlement.

## **ARTICLE 16 - HEALTH AND SAFETY**

- Section 1. Employees are responsible for reporting any unsafe condition or practice. Employees are responsible for properly using and caring for the tools and equipment furnished by the County. The employee should report unsafe conditions to the Highway Superintendent or District County Supervisor. Refusal to work in an unsafe environment, as defined by OSHA, shall be a defense to disciplinary action.
- Section 2. The County agrees to maintain all county facilities, buildings, grounds, and equipment in accordance with applicable federal and state policies. Recognizing the intrinsic nature of each job performed in the bargaining unit, the County agrees to provide a safe working environment.
- Section 3. The County agrees to supply such specialized clothing and equipment as is necessary to perform the required job functions in a safe and efficient manner. This includes but is not limited to welding helmets/goggles, welding gloves, welding aprons; but not "normal" work clothing. The County agrees to supply such items at no cost to the employee.
- Section 4. First Aid Equipment/and Work Related Injury. The County agrees to provide first aid kits on all self-propelled equipment and vehicles. All on-the job injuries and work related illnesses must be reported promptly to the County.
- Section 5. All County-owned vehicles which are used by bargaining unit employees shall be equipped as required by law.
- Section 6. Whenever an employee is required to perform duties which require working with or around hazardous chemicals, agents, or equipment, the employee shall receive necessary training and shall be provided necessary protective equipment and clothing. At a minimum the education and training must include:
- a. The location of toxic substances.
  - b. The names of the substances, including the generic or chemical name, as well as the trade or other commonly used names.
  - c. The acute and chronic effects of exposure to the hazardous substance and any symptoms and effects of exposure.
  - d. The potential for flammability, explosion and reactivity of such substance.
  - e. Appropriate emergency treatment.
  - f. Proper conditions for safe use and exposure to such toxic substances.
  - g. Procedures for cleanup of leaks and spills of such substances.
- Section 7. All hazardous chemicals and pesticides (restricted use or non-restricted use) shall be kept in proper secured storage as may be required by State or Federal law. Any hazardous or

pesticide storage shall be marked and kept secure as required by State or Federal law.

## **ARTICLE 17 - NO STRIKE - NO LOCKOUT**

- Section 1. The Union and the County recognize and agree that the rendering of services to the citizens of the County cannot be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety and welfare of the inhabitants thereof, as well as violate State Statute.
- Section 2. Neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sympathy action, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County.
- Section 3. Neither the County nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Contract.
- Section 4. The County may discharge or discipline any employee who intentionally in concert violates the terms of this Article and any employee who fails to carry out his/her responsibilities under the terms of this Article.
- Section 5. Nothing contained here-in shall preclude the Union or the County from obtaining whatever remedies may be available -to the parties at law or in equity in the event of a violation of this Article.
- Section 6. The parties agree to comply with the provisions of Sections 48-802 and 48-821 R.R.S. Neb., which are recognized as applicable to the parties to this Contract.

## **ARTICLE 18 - PERSONNEL FILE INFORMATION**

- Section 1. With prior approval for an absence from work from the District County Supervisor or Highway Superintendent, an employee shall, be allowed to inspect his/her personnel file during normal office hours.
- Section 2. Personnel files cannot be removed from the premises and all file reviews will be under the supervision of the County.
- Section 3. An employee shall be notified in writing within ten workdays of any non-routine information being placed in his/her personnel file.
- Section 4. The County will maintain a personnel file and a separate discipline file for each employee. The personnel file shall contain, in the County's discretion, materials with regard to the employment of the individual. The Discipline file shall contain material concerning the discipline of an employee and such materials that the employee may want to submit with regard to disciplinary actions.
- Section 5. At the request of the employee, records of disciplinary actions shall be removed from the employee's personnel file as stated in Article 15 Section 1.

## **ARTICLE 19 - COUNTY PERSONNEL POLICIES**

Section 1. The County Personnel Policies on subjects other than wages and fringe benefits, as may be adopted by the Harlan County Board from time to time shall be incorporated herein and made a part hereof to the same extent as if set forth in full to the extent they are not inconsistent with any provision of this Agreement. If any County Personnel Policies are inconsistent, the provisions of this Agreement shall control.

## **ARTICLE 20 - NON-DISCRIMINATION**

- Section 1. General Standard. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, disability, national origin, union membership, protected age, marital status, or veteran status.
- Section 2. Gender Reference. All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term should be construed to include both male and female employees.

## **ARTICLE 21 - SAVINGS CLAUSE**

Section 1. If any provisions of the Contract is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of the Contract shall remain in full force and effect for the duration of this Contract. The parties shall meet as soon as possible to agree on a substitute provision should any provisions of the Contract be declared unlawful, unenforceable or not in accordance with applicable statutes. If the parties are unable to agree on a substitute provision within thirty days following commencement of the initial meeting, the provision becomes inoperative and the matter shall be postponed until contract negotiations are reopened.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2005.

FOR THE UNION

FOR THE COUNTY

Nebraska Public Employees  
Local 251,  
By President William Love

County of Harlan, Nebraska  
By County Board Chairperson

\_\_\_\_\_

\_\_\_\_\_

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS        )

William Love, being first duly sworn upon oath, states that he has read the foregoing contract and knows the contents thereof.

\_\_\_\_\_

William Love

SUBSCRIBED in my presence and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

STATE OF NEBRASKA    )  
                                  )  ss.  
COUNTY OF HARLAN    )

I, \_\_\_\_\_, being first duly sworn upon oath, states that he has read the foregoing contract and knows the contents thereof.

\_\_\_\_\_  
County Board Chairperson

SUBSCRIBED in my presence and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

RECEIVED FEB 3 1997

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS FILED JAN 31 1997 CLERK

NEBRASKA PUBLIC EMPLOYEES )
LOCAL UNION 251 AFFILIATED )
WITH THE AMERICAN FEDERATION )
OF STATE, COUNTY AND )
MUNICIPAL EMPLOYEES. An )
International Union, )
Petitioner, )
v. )
COUNTY OF HARLAN, NEBRASKA and )
the COUNTY SUPERVISORS of the )
COUNTY OF HARLAN, NEBRASKA who )
are RICHARD BOSE, ROBERT )
LVEKING, DONALD CALKINS, )
RICHARD HEFT, PAUL ULRICHSON, )
DALE ASCHE. and CONRAD BOEHLER, )
Respondents. )

CASE NO. 925
REP. DOC. NO. 318

AMENDED CERTIFICATION ORDER

This matter comes before the Commission pursuant to the Commission's Rules, following the Report of Election heretofore entered on January 22, 1997. The Commission, being fully advised in the premises, finds that more than five business days have elapsed since the Report of Election was filed herein; that no objections to said report have been filed. The Commission finds that Nebraska Public Employees Local Union 251, affiliated with American Federation of State, County and Municipal Employees, An International Union should be certified as the exclusive collective bargaining agent for the following bargaining unit.

All full-time employees and regular part-time employees employed by the Harlan County Road and Bridge Department, but excluding (a) all supervisors including but not limited to the Highway Superintendent and the Harlan County Board of Supervisors, (b) all office clerical employees including but not limited to the office manager for the Roads Department, (c) confidential employees, and (d) all other employees not specifically included such as the Bridge Foreman.

IT IS THEREFORE ORDERED that Nebraska Public Employees Local Union 251, affiliated with American Federation of State, County and Municipal Employees, An International Union should be certified be and hereby is certified as the exclusive collective bargaining agent for the bargaining

unit described above.

Entered January 31, 1997.

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS

David J. Cullan, Judge

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By *Jacqueline Tridle*  
Jacqueline Tridle, Clerk

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**APPENDIX B**

**AFSCME Local 251, AFL-CIO**

**Authorization for Payroll Deduction of Dues**

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of the dues established by AFSCME Local Union No. 251. The amount shall be certified by said Local Union and any changes in such amount shall also be certified. The amount deducted shall be paid to AFSCME Local No. 251. This authorization may be terminated by me within a 10-day period preceding July 1 of each year and at no other time during the year by written notice to Local 251. I also hereby designate AFSCME Local No. 251, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare.

**X** \_\_\_\_\_ Social Security No.   /  /    
(Employee's Signature)

**PRINT OR TYPE:** \_\_\_\_\_  
Last Name First Middle Initial Date Card Signed  
\_\_\_\_\_  
Street Address City State Zip Code  
\_\_\_\_\_  
Employer, Department/Division Job Classification